



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: February 3, 2025

## INVITATION TO BID #11-2025 Manhole Odor Control Inserts

**Bid Opening Date:** February 19, 2025

**Bid Opening Time:** 2:00 PM

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/19/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various location Fayette County

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		<b>Proposed Delivery:</b> <u>30-75</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> TBD Yes <input type="checkbox"/> No		

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: Bioteg Biofilter Systems, LLC

*Firm Name*

1358 Loring Street

*Address*

San Diego, CA 92109

*City, State & Zip*

**Bid must be signed:**

*Inken Mello*

**Signature of Authorized Company Representative – Title**

Inken Mello

**Representative's Name (Typed or printed)**

858.245.7883

**Area Code - Phone – Extension**

**Fax #**

Mello@bioteg.us

**E-Mail Address**

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**Will provide before award of contract.**

**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  \_\_\_\_\_ No  \_\_\_\_\_

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **4-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  
  - () 3. See bid specifications.
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

## EQUAL OPPORTUNITY AGREEMENT

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### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

  
\_\_\_\_\_

Signature

**Bioteg Biofilter Systems, LLC**  
\_\_\_\_\_

Name of Business



## **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

2/21/25  
\_\_\_\_\_  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Bioteg Biofilter Systems, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		1	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Inken Mello, Owner & General Manager Date: 2 / 21 / 2025  
*(Name and Title)* *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women's Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <b>Bioteg Biofilter Systems, LLC is a small, woman owned business, however, not officially certified. Assume that this participation is not required, as you're just looking to purchase a product.</b>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Bioteg Biofilter Systems, LLC

Inken Mello

**Company**

**Company Representative**

2/21/2025

Owner, General Manager

**Date**

**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
<b>Bioteg Biofilter Systems, LLC is a small, woman owned business, however, not officially certified. Assume that this participation is not required, as you're just looking to purchase a product.</b>					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Bioteg Biofilter Systems, LLC  
**Company**  
2/21/2025  
**Date**

Inken Mello  
**Company Representative**  
Owner, General Manager  
**Title**





## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes  No

If yes, indicate all certification type(s): **Biotech Biofilter Systems, LLC is a small, woman owned business, however, not officially certified. Assume that this participation is not required, as you're just looking to purchase a product.**

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

The products are manufactured by a German small business in Germany and sold in the US by Bioteg Biofilter Systems, LLC. No additional services are required for these transactions.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

**Bioteg Biofilter Systems, LLC**

**Company**  
2/21/2025

**Date**

**Inken Mello**

**Company Representative**  
Owner, General Manager

**Title**

4870-1925-6809, v. 1

# Lexington Fayette Urban County Government (LFUCG)

## Bid Quote and Specifications for

### Sanitary Sewer Collection System Manhole Odor Control Inserts

The LFUCG is issuing this Bid for the sole purpose of obtaining responsive pricing from responsible Bidders (Vendors) for providing manhole odor control inserts to reduce and manage odors in the LFUCG wastewater collection system. The primary goal is to benchmark and implement effective treatment options/solutions and associated costs that can be used by LFUCG to mitigate odors and improve the air quality around sanitary sewer collection systems manholes.

The intent of this Bid is to prequalify multiple viable Vendors so that they have the opportunity to demonstrate their product(s) and ability to be a cost effective solution for manhole odor control inserts. Bidders must be regularly engaged in supplying these products for municipal wastewater collection systems. Bidders must be able to demonstrate its experience of providing manhole odor control inserts **successfully** to at least three (3) other municipal clients. *LFUCG will only consider proposals from Bidders who demonstrate similar experience with satisfactory reference verifications.*

LFUCG requires that selected bidder(s) perform all activities associated with the provision of manhole odor control inserts in accordance with this agreement. Services shall be provided in a safe, secure, effective, and efficient manner, compliant with all applicable laws, rules, and regulations. All costs for services provided shall be paid in accordance with the payment provisions as described in Notice of Award.

There is no guarantee of work associated with this Bid. LFUCG wishes to establish a price contract with all viable vendors so that future insert installation options can be fully evaluated in terms of cost and performance. The Lexington-Fayette Urban County Government will determine the effectiveness of the supplied product and will evaluate whether or not to proceed with a particular vendor, this determination will be final.

## **SCOPE OF WORK**

### **A. PRODUCT REQUIREMENTS**

Provide manhole odor control inserts designed to mitigate and manage odors emanating from manholes in the sanitary sewer collection system. The inserts shall:

- Be manufactured/constructed from corrosion proof/weather-resistant materials suitable for atmospheres containing Hydrogen Sulfide (H<sub>2</sub>S) and/or other gases associated with long-term use in wastewater environments.
- Be easy to install and remove for routine maintenance.
- Provide effective control of odors, including hydrogen sulfide (H<sub>2</sub>S).
- Be customizable or adaptable to fit standard manhole sizes used within the LFUCG system.
- Be designed to reduce odor emissions without impeding the flow of gases necessary for system safety.

### **B. INSTALLATION REQUIRMENTS**

Contractor is responsible for providing:

- Properly sized odor control inserts for selected manholes. Measurements to be provided by LFUCG
- Any additional materials or tools necessary for installation.
- Virtual training for LFUCG staff on the proper installation, use, and maintenance of the inserts.

**C. DELIVERY REQUIREMENTS**

- Inserts must be delivered to the designated LFUCG facility or directly to the installation sites.
- Delivery must be completed within the agreed-upon timeline specified in the contract.
- Contractor shall ensure inserts are packaged to prevent damage during transit.
- All shipments must include installation manuals and safety data sheets (SDS)

**D. MAINTENANCE REQUIRMENTS**

- Contractor must provide recommendations for the routine maintenance and cleaning of odor control inserts.

**BID SUBMITTAL REQUIREMENTS**

The following items must be submitted in response to this Bid:

- **Company Information:** Name of the company, a brief narrative description, and contact information for the representative.
- **Product Description:** Detailed information on the proposed manhole odor control inserts, including materials, dimensions, and expected lifespan.
- **Safety Documentation:** Provide the Safety Data Sheet (SDS) for materials used in the inserts.
- **Experience:** Information from three (3) municipal wastewater clients demonstrating your company’s experience in supplying and installing odor control inserts for wastewater systems. Each reference should reflect at least two (2) years of successful use. Contact names and email addresses should be provided.
- **Warranty Information:** Describe warranty coverage for the inserts
- **Pricing:** Provide pricing per unit, including options for bulk purchases or installation services, as applicable. Use the pricing table below:

DESCRIPTION	Unit Price (\$/Insert)
Manhole Odor Control Insert (materials only)	\$1,150.00

- **NOTE: Questions must be submitted in ionwave**



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## Company Information

### **Bioteg Biofilter Systems, LLC**

Bioteg has over 30 years of experience in the design, manufacturing and operation of biofilters for odor and air pollution control. We provide a range of inexpensive, low maintenance biofilters designed to effectively remove hydrogen sulfide (H<sub>2</sub>S) and other odorous compounds such as mercaptans, dimethyl sulfides, ammonia, amines, etc. from a variety of waste air flows, such as wastewater, composting or food processing.

All Bioteg Biofilters are engineered and manufactured in Germany. Bioteg Biofilter Systems, LLC was established in 2001 and has been serving the US market ever since. We are still the only company in the US providing passive **biological** odor solutions to the wastewater industry. As opposed to carbon, permanganate or iron sponge medias, our Bioteg bpc Media is 100% organic and will last 3-7 years. We pride ourselves in simple designs, that require minimal maintenance, while providing years of reliable odor control. We use high quality materials, such as stainless steel and HDPE, that are appropriate for the humid and corrosive environments in wastewater. Our range of passive biofilters include manhole biofilter inserts, vent pipe biofilters, force main air release valve biofilters, as well as larger biofilters for lift and pump stations.

With experts in microbiology, environmental engineering, manufacturing and sales, we are able to offer a comprehensive range of services to solve your odor control needs.

For any questions or to request additional information, please contact me at:

Inken Mello  
Owner & General Manager  
Bioteg Biofilter Systems, LLC  
Cell: 858.245.7883  
[mello@bioteg.us](mailto:mello@bioteg.us)  
[www.bioteg.us](http://www.bioteg.us)

## Product Description

### Bioteg Manhole Biofilter

The Bioteg Manhole Biofilter is the only biological manhole insert in the US.

**Biofiltration** is an air pollution control technology that utilizes microorganisms to biologically degrade odors and other volatile air pollutants contained in waste air streams. The microorganisms exist on the surface of the biofilter material. As pollutants move through the biofilter, they are adsorbed to the media, while microorganisms simultaneously consume the pollutants, producing energy, biomass, and metabolic end products, mainly CO<sub>2</sub> and H<sub>2</sub>O. The biofiltration process results in a complete decomposition of the pollutants without creating hazardous byproducts. **The consumption of the pollutants allows the filter material to continuously regenerate itself, resulting in a longer media life than activated carbon or other adsorbent materials.**

Bioteg has developed a very effective organic **Biofilter Material** (Bioteg bps BT-50/100) based on shredded pine roots. Due to the natural tanning agents in the roots, this filter material is extremely stable and alters its physical and microbiological properties only slightly over time. (Plants produce tanning agents to protect their roots from degradation in the soil during their lifetime.) There is very little long-term compaction of the filter bed. This stable structure results in a low pressure-drop, allowing its use as a passive biofilter without a fan. **Our bpc Biofilter Material is organic, non-hazardous, biodegradable and has a media life of 3-7 years.**

Each **Bioteg Manhole Biofilter** is custom-made in Germany according to customer supplied manhole dimensions (see M1 Measurement Form) to guarantee perfect fitting into the manhole and sealing of all gaps. We use highest quality materials, such as high-density polyethylene for the filter container and 304 stainless steel for the supporting ring, which is laser-cut from one sheet of stainless steel for sturdy and reliable long-term suspension. **Our manhole inserts are covered to prevent contamination or blockage of the media and employ a drain pipe to release water and dirt run-off from the street directly into the sewer system.**

The **Installation** of the Bioteg Manhole Biofilter does not require any tools and can be performed in a matter of seconds. The Bioteg Manhole Biofilter comes pre-assembled as one unit, complete with media, with two handles to easily place the unit into the manhole and remove it just as easily for sewer system maintenance.

Please see our product spec sheet, M1 Measurement Form and Specifications on the following pages.

# Bioteg Manhole Biofilter

# MBF-Series

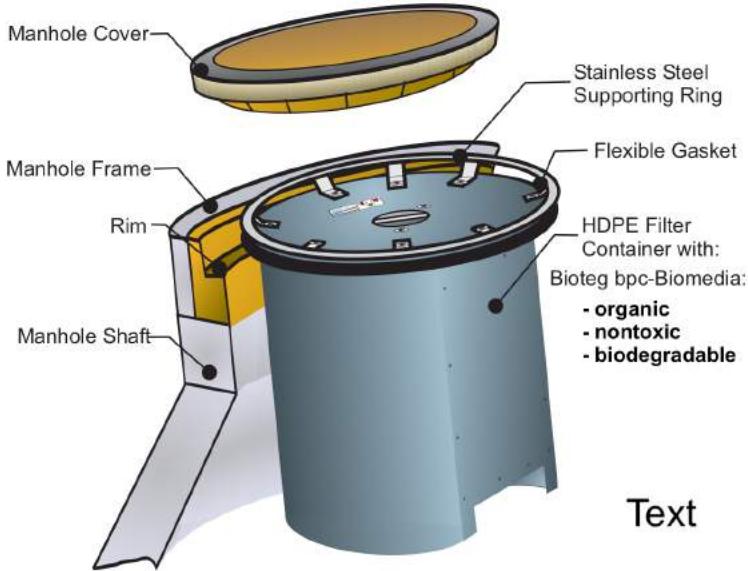
## Application

The Bioteg Manhole Biofilter is a specially designed manhole insert which effectively removes odors from sewer manholes.

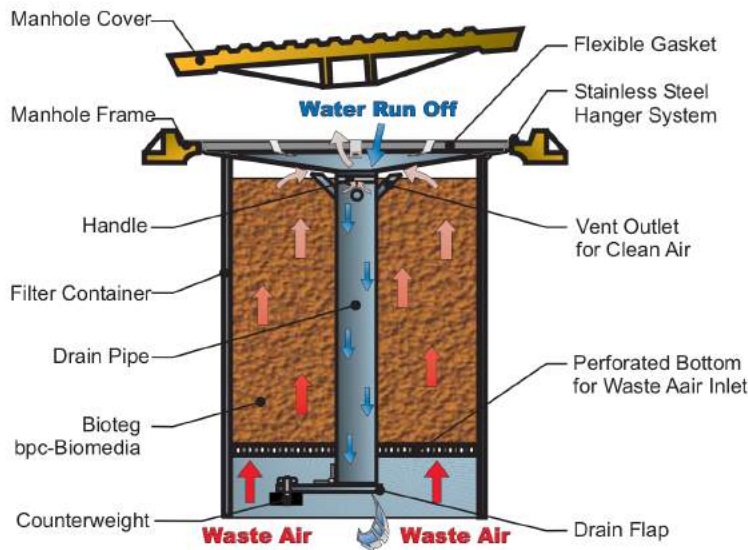
Microorganisms in the filter media oxidize and remove the malodorous substances before they can reach the open air.

The innovative mounting system allows fitting the biofilter into the manhole in a matter of seconds; it can also be easily removed for sewer system maintenance. HDPE and stainless steel construction ensures durable service life and minimal maintenance requirements.

The Bioteg Manhole Biofilter presents an affordable and effective solution to unpleasant street-level sewer odors.



Text



\* Bioteg Manhole Biofilters can be designed to fit any size manhole. A completed M1 Measurement Form showing the existing manhole dimensions is required with every Purchase Order.



## MBF Specifications

H<sub>2</sub>S Concentration.....< 50 ppm  
 Removal Rate .....> 95%  
 Pressure Drop .....< 0.25 iwg

Model	MH Dia.*	CFM	Height	Weight
MBF-22	22"	5	24"	50 lbs.
MBF-24	24"	5	24"	50 lbs.
MBF-30	30"	8	24"	100 lbs.
MBF-36	36"	12	24"	165 lbs.

## Advantages

- > Low Investment Cost
- > High Efficiency
- > Trouble-Free Operation
- > Quick and Easy Installation
- > Minimal Maintenance
- > Long Lasting Media

## Bioteg Passive Biofilters

Bioteg Passive Biofilters are an ideal and inexpensive solution to treat nuisance odors at the source anywhere in the collection system.

All Bioteg Biofilters employ our proprietary bpc-Biomeadia with an extremely low pressure drop, allowing their use as Passive Biofilters. The normal pressure in the sewer system forces the air through the biofilter, where microorganisms degrade the odorous substances.

The Biomeadia is self-regenerating and may therefore have a service life of up to 7 years. The spent media is not hazardous and can be easily replaced.

Manufactured By:  
**Bioteg Biofilter Systems GmbH**  
 Industriestraße 11-13  
 D-95349 Thurnau  
[www.bioteg.de](http://www.bioteg.de)

**bioteg**  
 Biofilter Systems  
[service@bioteg.us](mailto:service@bioteg.us)  
[www.bioteg.us](http://www.bioteg.us)

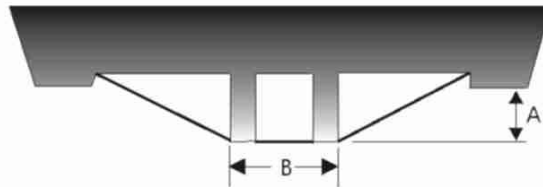
**Bioteg Biofilter Systems, LLC**  
 1358 Loring St.  
 San Diego, CA 92109  
 Ph: (858) 272-7102

# M1 Measurements needed for design of a Bioteg Manhole Biofilter



Please check the appropriate cover design and provide all of the required measurements for your manhole frame and cover.

Cover Design 1

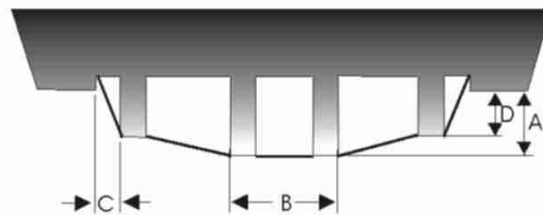


A \_\_\_\_\_

B \_\_\_\_\_

- or -

Cover Design 2



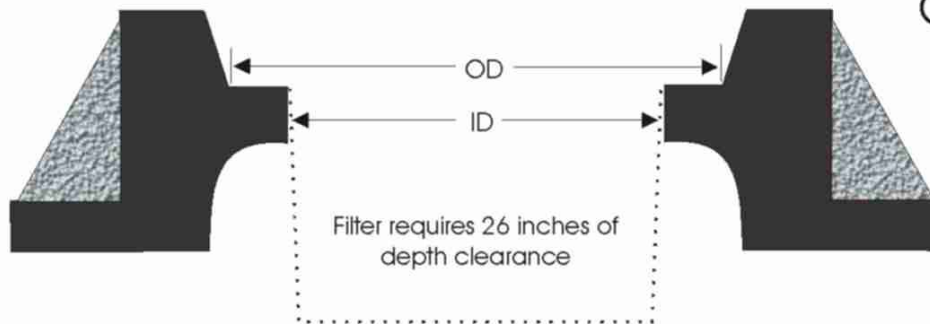
A \_\_\_\_\_

B \_\_\_\_\_

C \_\_\_\_\_

D \_\_\_\_\_

Frame



OD \_\_\_\_\_

ID \_\_\_\_\_

Name: \_\_\_\_\_

Municipality: \_\_\_\_\_

Phone: \_\_\_\_\_ P.O. #: \_\_\_\_\_

Please include a copy of this drawing with your order.

We will need one M1 Measurement Form for each different manhole for which you are ordering Bioteg Manhole Biofilters. Your order will be produced to your supplied dimensions. Inaccuracy of these measurements may result in unusable filters.

## **BIOTEG MANHOLE BIOFILTER SPECIFICATIONS**

### **1. SCOPE**

- 1.1 Contractor shall furnish a BIOTEG MANHOLE BIOFILTER as called for in the specification.
- 1.2 The BIOTEG MANHOLE BIOFILTER shall effectively reduce or prevent odors from being emitted from sewer manholes. The system shall rely on microbial degradation, a process which biologically oxidizes and effectively removes odors from waste air without causing secondary waste streams. Manhole inserts containing activated carbon or iron sponge type material will not be considered

### **2. MATERIALS AND DESIGN**

- 2.1 All parts of the BIOTEG MANHOLE BIOFILTER that are in contact with the contaminating media shall be manufactured from corrosion resistant materials suitable for atmospheres and conditions commonly found in wastewater collection systems.
- 2.2 The BIOTEG MANHOLE BIOFILTER Container shall be manufactured of High Density Polyethylene. The Filter Container shall have a perforated bottom for waste air inlet. The Filter Container shall be equipped with a covered top to prevent contamination or blockage of the filter media, and a drain pipe to release water and dirt runoff from the street directly into the sewer system. The drain pipe shall also serve as the clean air outlet.
- 2.3 The Filter Container shall be suspended on a 304 Stainless Steel Supporting Ring. The ring shall have a minimum thickness of 1/16" and shall lay flat on the manhole frame rim to provide a stable supporting surface for the manhole cover.
- 2.4 The BIOTEG MANHOLE BIOFILTER shall be equipped with a corrosion resistant Flexible Rubber Gasket to effectively seal any gaps between the manhole frame and the Manhole Filter.
- 2.5 The BIOTEG MANHOLE BIOFILTER shall be equipped with two handles for easy installation and removal of the Insert.
- 2.6 The BIOTEG MANHOLE BIOFILTER shall be filled with the special, organic BIOTEG bpc-BIOFILTER MATERIAL.
- 2.7 The BIOTEG MANHOLE BIOFILTER shall be manufactured according to the manhole dimensions provided by the customer to ensure proper fitting. A measuring diagram will be made available to the purchaser.

### **3. BIOTEG bpc-BIOFILTER MATERIAL**

- 3.1 The filter material shall be the special BIOTEG bpc-BT50 BIOFILTER MATERIAL, an organic, non-hazardous and biodegradable media. The Bioteg bpc-BT50 Biofilter Material has a pressure drop of less than 1/2 inch water column per meter bed depth. The media proves especially effective in humid environments, predominating the wastewater collection system. The average life time of the media ranges between 4 and 7 years.
- 3.2 No chemicals or bacteria shall be added to the filter material (MSDS available).

### **4. INSTALLATION**

- 4.1 The BIOTEG MANHOLE BIOFILTER shall be easily installed into the manhole without tools.
- 4.2 To install the Biofilter, remove the manhole cover and clean away any dirt and rust from the manhole frame rim.
- 4.3 Insert the BIOTEG MANHOLE BIOFILTER into the manhole and place the supporting ring of the Biofilter onto the manhole frame rim. Ensure that the gasket effectively seals all gaps.
- 4.4 Replace the manhole cover.

### **5. OPERATION AND MAINTENANCE**

- 5.1 The BIOTEG MANHOLE BIOFILTER operates automatically and is basically maintenance free.
- 5.2 The filter material needs to be moisturized before installation. The filter may then require a 2-3 week adaptation period to reach its optimum performance level. Depending on the relative humidity of the waste air, the filter material may require occasional manual humidification.
- 5.3 The filter material needs to be exchanged once odors start to reoccur.

## Experience

### Bioteg Manhole Biofilter

Bioteg Biofilter Systems, LLC has been operating in the US since 2001. We sell our manhole biofilters, vent pipe biofilters and force main biofilters to municipalities across the country.

Below are three references of satisfied customers:

#### **Santa Cruz County**

##### **Sean Mathis**

Public Works Supervisor (Sanitation)  
2750 Lode Street  
Santa Cruz, CA 95062  
PH: 831.566.1358  
Sean.Mathis@santacruzcounty.us

The County of Santa Cruz installed two manhole biofilters in locations with very sensitive and skeptical neighbors that promised to call them if the filters didn't work. They didn't hear from them in 6 years, when the media needed to be replaced.

#### **Wavetronix**

##### **Robert Bigler**

Hobble Creek Square Facilities Manager  
Springville, UT  
o: (801) 734-7278 | m: (801) 836-3332  
robert.bigler@wavetronix.com

Wavetronix had an odorous manhole right in front of their maintenance gate. Ever since the Bioteg Manhole Biofilter was installed, the sewer smell in front of their building has disappeared.

#### **Trinity River Authority**

##### **Bill Cyrus**

Manager, Technical Services  
Central Regional Wastewater System  
6500 West Singleton Blvd.  
Dallas, Texas 75212  
(972) 263-2251  
cyrusb@trinityra.org

The Trinity River Authority has been buying Bioteg Manhole and Vent Pipe Biofilters since 2010. Our vent pipe biofilters are part of their design standard for new forcemains with air release vent pipes.

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## **Safety Documentation**

### **Bioteg Manhole Biofilter**

The Bioteg Biofilter Material used in our Bioteg Manhole Biofilters is a natural organic material based on pine roots. No chemicals have been added to the media and we therefore don't have a safety data sheet. A spec sheet describing the properties of the media is included on the next pages.

# Bioteg Biofilter Material

## Bioteg bpc-Biofilter Material

The Bioteg Biofilter Material is an organic, non-toxic and biodegradable filter material, that has been optimized for use in biofilters. Biofiltration is a very cost-effective and environmentally friendly odor control technology.



Bioteg bpc-Biofilter Material

## Bioteg Preconditioning Procedure

Bioteg Biofilter Systems has developed a special preconditioning procedure for the bpc-Biofilter Material. This microbiological pretreatment, under higher temperature conditions, increases the media's surface area, which is populated by microorganisms. This results in a higher removal efficiency of the filter material.

## Low Pressure Drop

Bioteg Biofilter Material is extremely stable and alters its physical and microbiological properties only slightly over time. There is practically no long-term compaction of the filter bed. This stable structure results in a low pressure drop providing for low energy costs.

## Physical Properties

Dry Weight [kg/m <sup>3</sup> ]:	ca. 95–120
Weight (humidified, ready to use) [kg/m <sup>3</sup> ]:	ca. 180–380
Maximum Water Retention Capacity [kg/m <sup>3</sup> ]:	ca. 270
Maximum Filter Area Load [m <sup>3</sup> /m <sup>2</sup> ]:	230
Pressure Drop (with filter area load of 150 m <sup>3</sup> /m <sup>2</sup> ):	<100 Pa/m < 0.4 in wc

(These are standard values, deviations are possible)

## References

We are proud to include many wastewater treatment plants and companies such as BASF, Hoechst, Merck, Wacker Chemie, Kulmbacher Brewery and BAT (British American Tobacco) among our list of many satisfied customers.

## Biofiltration takes advantage of two simultaneously occurring odor reducing processes:

During the biofiltration process, the odorous waste air is slowly pumped through the biofilter material. The pollutants are adsorbed onto the filter material's surface, and absorbed into the water film surrounding the surface of the filter material. Simultaneously, the microorganisms, which exist on the surface and in the thin water film "feed" on the odorous compounds contained in the waste air stream. They receive the energy they need from the energy that is freed by the process of biological oxidation and use the substances that were contained in the odorous compounds to build their biomass. The biofiltration process results in a complete decomposition of the odorous compounds, creating no further waste streams.



Microorganisms, isolated from Bioteg bpc-Filter Material

This fact, that the odorous compounds are "consumed" by the microorganisms, and not simply adsorbed on the media's surface as they are in activated carbon filters, allows the biofilter material to continually regenerate itself.

## Advantages of Bioteg bpc-Biofilter Material

- ❖ The filter material is an organic and nontoxic material that can be readily composted after use without further treatment or disposal.
- ❖ The biofiltration process does not cause any hazardous byproducts or secondary waste streams.
- ❖ Biofilters usually have an odor removal efficiency of nearly 99.9%.
- ❖ The replacement of the biofilter material is a very easy and inexpensive procedure.
- ❖ The filter material regenerates itself and may last up to 7 years, depending on the concentrations in the waste gas stream.



# ***Bioteg bpc-Biofilter Material***



Bioteg bpc BT-100 Biofilter Material



Bioteg bpc BT-50 Biofilter Material

## ***Bioteg Biofilter Material***

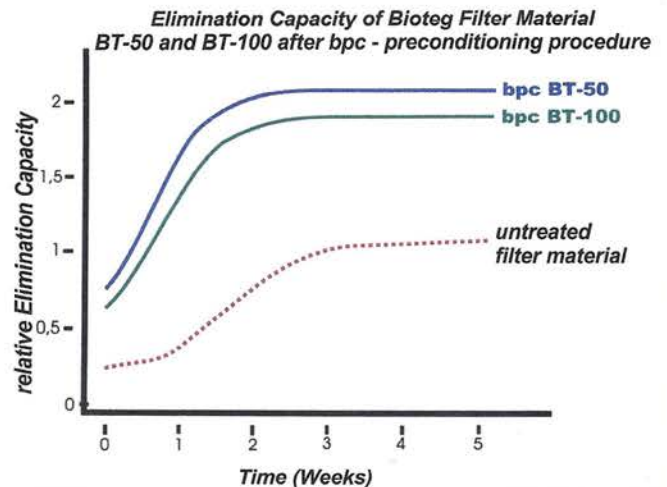
- **Organic**
- **Non-toxic**
- **Biodegradable**
- **Odor removal efficiency >99%**
- **Lasts up to 7 years**
- **Causes no hazardous byproducts**
- **Used filter material can be readily composted**

## ***Bioteg Preconditioning Procedure***

- increases surface area
- increases elimination capacity of biofilter material

## ***Low Pressure Drop***

Pressure Drop is < 1 inch wc  
In all biofilters



We are proud to include many wastewater treatment plants and companies such as BASF, Hoechst, Merck, Wacker Chemie, Kulmbacher Brewery and BAT (British American Tobacco) among our list of many satisfied customers.

## **Warranty & Disclaimer**

### **Biotech Manhole Biofilter**

Bioteg Biofilter Systems warrants this product to be free of material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the product in accordance with installation instructions and the operating manual supplied to purchaser.

The sole responsibility and maximum liability of Bioteg Biofilter Systems, whether in strict liability, under a warranty theory or otherwise, shall be, at Bioteg Biofilter Systems' option, limited to the following: (1) repair or correct any such defect that was present at the time of delivery, (2) replace the defective product with the same product type (or substantially similar product type), or (3) remove the product and refund the purchase price of the product.

In no event shall Bioteg Biofilter Systems be liable to the purchaser, or to any third party, for any loss or damage of any type including, but not limited to, indirect, incidental and/or consequential damages, or any other type of damages resulting from the purchase or use of this product whether based in contract, in tort, in strict liability, under warranty theory or otherwise, even if Bioteg Biofilter Systems has been advised of the possibility of such damages.

The warranty terms herein apply to both written and implied warranties. All implied warranties are limited to the terms of this written warranty.

In the event of any claim under this warranty, written notice must be given to Bioteg Biofilter Systems by registered mail and received by Bioteg Biofilter Systems within sixty (60) days from the date the defect is first noticed by purchaser. The herein warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Excluded from this warranty are defects or problems as a result of accidents, misuse, misapplication, storage damage, negligence, or modification to the product or its components. Bioteg Biofilter Systems does not authorize any person or party to assume or create for it any other obligation or liability in connection with the product except as set forth herein.

The Bioteg Filter Material is an organic material, and biofiltration is a biological process. The performance of a biofilter is therefore dependent upon the environmental conditions. Under certain conditions, for example very high input concentrations, the product's biological performance can be limited and its life span may not reach the expected service life.